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Х	A	Solicitation/Contract Form		1	Х	I		act Clauses		24
Х	В	Supplies or Services and Price	es/Costs	2		Part III -	List Of D	Oocuments, Exhibits, And	Other Attachm	ents
Х	С	Description/Specs./Work Stat		8	Х	J		f Attachments		33
Х	D	Packaging and Marking		13		Part IV -	Represen	ntations And Instructions		
Х	E	Inspection and Acceptance		14		K	Repre	esentations, Certifications,	and	
Х	F	Deliveries or Performance		15			Other	Statements of Offerors		
Х	G	Contract Administration Data)	17		L	Instrs	., Conds., and Notices to O	fferors	
Х	H	Special Contract Requiremen	ts	19		M	Evalu	ation Factors for Award		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	VIRTUAL PROTOTYPING ARCH	1	LO		\$ 729,748.56
	NOUN: VIRTUAL PROTOTYPING ARCH SECURITY CLASS: Unclassified				
	The contractor shall furnish all the supplies and services required to accomplish the tasks set forth in the Section C Scope of Work.				
	The toal amount of CLIN 0001, which will be incrementally funded as stated in Clause B.3 entitled "Funding" will consist of the follwoing amounts of estimated cost and fixed fee:				
	Estimated Cost = \$678,835.87 Fixed Fee = \$50,912.69				
	Total Amount = \$729,748.56 (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 15-FEB-2006 \$ 729,748.56				
000101	VIRTUAL PROTOTYPING ARCH NOUN: FY04 PHII SBIR CYBERNET SYS. PRON: E142C026EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 (AMOUNT: \$ 356,610.00)				
0002	DATA ITEM				
	SECURITY CLASS: Unclassified				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A001	DATA ITEM			\$ ** NSP **	\$* ** NSP **
	NOUN: STATUS & PROGRESS REPORT				
	SECURITY CLASS: Unclassified				
	Progress & Status Reports in accordance with				
	Provision C.6.1 and Data Item A001, Exhibit A, of the contract.				
	(End of narrative B001)				
	(End of marrative Boot)				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
A002	DATA ITEM			\$** NSP **	\$** NSP **
	NOUN: FINAL REPORT				
	SECURITY CLASS: Unclassified				
	Final Report in accordance with Provision C.6.2 and Data Item A002, Exhibit A, of the contract.				
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Destination				
A003	DATA ITEM			\$ <u>** NSP **</u>	\$** NSP **
	NOUN: MEETING MINUTES				
	SECURITY CLASS: Unclassified				
	Meeting Minutes in accordance with Provision C.6.3				
	and Data Item A003, Exhibit A, of the contract.				
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
A004	DATA ITEM			\$** NSP **	\$** NSP **
	NOUN: UML MODEL				
	SECURITY CLASS: Unclassified				
	Unified Modeling Language (UML) Model, in				
	accordance with Provision C.6.4 and Data				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Item A004, Exhibit A of the contract. (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
A005	DATA ITEM			\$** NSP **	\$** NSP **
	NOUN: SIMULATION SOFTWARE SECURITY CLASS: Unclassified				
	Simulation Execution Environment Software, in accordance with Provision C.6.5 and Data Item A005, Exhibit A of the contract.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
A006	DATA ITEM			\$** NSP **	\$** NSP **
	NOUN: SCENARIO DESCRIPTION DOC SECURITY CLASS: Unclassified				
	Scenario Description Documents, in accordance with Provision C.6.6 and Data Item A006, Exhibit A of the contract.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination				
A007	DATA ITEM			\$** NSP **	\$** NSP **
	NOUN: OBJECT MODEL SOURCE CODE SECURITY CLASS: Unclassified				
	Object Model Source Code, in accordance with Provision C.6.7 and Data Item A007, Exhibit A of the contract.				
	(End of narrative B001)				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination				
A008	DATA ITEM			\$** NSP **	\$** NSP **
	NOUN: PERFORMANCE ANAL SYSTEM SECURITY CLASS: Unclassified				
	Performance, Analysis, and Measurement System, in accordance with Provision C.6.8 and Data Item A008, Exhibit A, of the contract.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination				
A009	DATA_ITEM			\$** NSP **	\$** NSP **
	NOUN: VSIL REPOSITORY SOFTWARE SECURITY CLASS: Unclassified				
	VSIL Repository Software, in accordance with Provision C.6.9, and Data Item A009, Exhibit A, of the contract.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination				
A010	DATA ITEM			\$** NSP **	\$** NSP **
	NOUN: VSIL USER & PROG MANUALS SECURITY CLASS: Unclassified				
	VSIL Software Users Manual and VSIL Programmers Reference Manual, in accordance with Provision C.6.10 and Data Item A010, Exhibit A of the contract.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A011	DATA ITEM			\$** NSP **	\$* ** NSP **
	NOUN: PRESENTATION MATERIALS SECURITY CLASS: Unclassified				
	SECURITI CLASS. Unclassified				
	Presentation Materials, in accordance with Provision C.6.11 and Data Item A011, Exhibit A				
	of the contract.				
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

B.1 ESTIMATED COST AND PAYMENT

- B.1.1 The estimated cost for payment for performance of the work required under this contract is \$678,835.87 which shall constitute the estimated cost for the purpose of the contract clause in Section I entitled "Limitation of Funds" (FAR 52.232-22).
- B.1.2 The contractor will be paid the fixed fee of \$50,912.69 as stated in Section B in CLIN 0001 for the performance of work under this contract and in accordance with the terms of the contract clause in Section I entitled "Fixed Fee" (FAR 52.216-8). The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's services in connection with the work required and performed under this contract.
- B.1.3 Allowable cost shall be determined and payment thereof shall be provided, in accordance with the contract clause in Section I entitled "Allowable Cost and Payment" (FAR 52.216-7).

B.2 PAYMENT

The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at time of reimbursement of cost at the same rate as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.3 FUNDING

- B.3.1 The government will provide funds under this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the contract clause entitled "Limitation of Funds" (FAR 52.232-22). It is estimated that the incremental amounts are sufficient for the performance of work in each of the cited periods. The government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the government shall be so notified.
- B.3.2 The funding schedule is as follows:

Performance Period

Amount

FY 04 - Award to 12 months after contract award

\$356,610.00

FY 05 - through completion

\$373,138.56

B.4 FUNDS ALLOTTED

An amount of \$356,610.00 is being obligated at time of award of the basic contract. The remaining balance of the total contract amount of \$729,748.56, an amount of \$373,138.56 which represents funding for the second year of contract performance is scheduled to be added to the contract, as outlined in Clause B.3.2.

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT SCOPE OF WORK

The contractor, acting as an independent contractor, and not as an agent of the government, shall provide the necessary personnel, facilities, materials and services to perform the specific tasks listed in the Scope of Work below.

C.1 Purpose/Objective:

The Virtual System Integration Laboratory (VSIL) represents a key technology targeted to facilitate systems engineering within the Vetronics Intelligent Ground Vehicle (IGV) domain. The overall goal is to create a VSIL that can be used for testing vehicle components prior to building actual prototypes.

The effort in this contract will refine and build upon the preliminary design developed in previous Contract DAAE07-03-C-L084 by further defining the logical class hierarchy (object specification, interactions, and relationships). Following this detailed definition and design new objects will be implemented and integrated with existing models to execute a series of demonstrations, validating the utility of the VSIL architecture and component library. An object model repository will be defined and developed to support object collection and deployment.

C.2 Demonstrations

The contractor shall conduct the following three demonstration events, representing three distinct VSIL applications, in accordance with the schedule set forth in Provision C.3, to evaluate the VSIL architecture, design concepts, class hierarchy, model base, and associated support environment (repository and performance, analysis, and measurement system). The contractor may purchase computers to help allow complex scenarios (listed in this Section C scope) to be completed in a faster amount of time. The contractor may also purchase Matlab licenses to facilitate the integration of Government Furnished Equipment (GFE) models (see C.5) into Demonstration 2 (see C.2.2). Any such Matlab licenses purchased with contract funds shall be identified and cumulatively listed in the contractor's cost and status reports (C.6.1) and will be furnished to TACOM at the conclusion of the contract (F.7.12).

C.2.1 Demonstration 1: Power Subsystem Demonstration

The contractor shall integrate vehicle mobility component models to include alternators, flywheels, batteries, power generation, and power management in order to evaluate the VSIL architecture, simulation execution environment, and performance measurement system. The government will provide MatLab models which will incorporate the power subsystem models which will be used for this demonstration by 7 months after contract award, in time for IPR # 3(see C.3.2.3). These models will be integrated into the VSIL by the contractor to demonstrate the ability of the VSIL to incorporate newly developed and legacy/stand alone models. The contractor shall complete the demonstration scenario for Demonstration 1 by 5 months after contract award, in accordance with C.4.4. The contractor shall perform the preliminary design review for Demonstration 1 at IPR # 4, which is due to be held by 8 months after contract award, in accordance with C.3.2.4.

$\hbox{\tt C.2.2} \quad \hbox{\tt Demonstration 2: Vetronics System Architecture Demonstration}$

The contractor shall integrate VSIL models to simulate a Vetronics system architecture which will include computing hardware and software. The hardware portion of the architecture will constitute various chassis and processors interconnected via backplane and high speed data buses. The application software will model a typical vehicle application (i.e., an application that is used to describe things that are common to all ground vehicle systems such as a command and control system, or a track/wheel system). The contractor shall utilize evaluation criteria for this demonstration that will include, at a minimum, weight, power, thermal, CPU/memory utilization, bandwidth, and process execution. The contractor will develop the models necessary to conduct this demonstration. The contractor shall complete the demonstration scenario for Demonstration 2 by 10 months after contract award, in accordance with C.4.4. The contractor shall perform the design review for Demonstration 2 at IPR # 5, which is due to be held by 12 months after contract award, in accordance with C.3.2.5. The contractor shall perform Demonstration 2 by 15 months after contract award, in accordance with C.3.2.5.

C.2.3 Demonstration 3: IGV Deployment

The contractor shall integrate VSIL models to simulate at least two (2) sample deployments for a Future Combat Systems (FCS) class vehicle. The models will include hardware, software, and operators and will be configured to evaluate acquisition tradeoffs in the areas of Vetronics, (Data Control and Distribution, Computing/Knowledge Resources, Controls and Displays, Power Management and Distribution), Intelligent Agents (human/machine), and Planning and Preparation. TARDEC will provide Embedded Simulation System (ESS) vehicle subsystem and MATREX FOM and human performance models which will be integrated with the contractor's models to conduct the demonstration. The contractor shall complete the demonstration scenario for Demonstration 3 by 18 months after contract award, in accordance with C.4.4. The contractor shall perform the preliminary design review for Demonstration 3 at IPR # 6, which will be held by 18 months after contract award, in accordance with C.3.2.6. The contractor shall perform Demonstration 3 by 23 months after contract award, in accordance with C.3.2.6.

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

The contractor shall perform the demonstrations listed in C.2 and the tasks listed in C.4, in accordance with the following schedule and In-Process Reviews (IPRs) listed below:

C.3.1 Start of Work Meeting:

The contractor shall hold a Start of Work Meeting at TACOM by one month after contract award. The contractor shall notify in writing the COTR (listed in the Section G "Communications" clause), the Contract Specialist (listed in Block 5 on Page 1), and the Administrative Contracting Officer (listed in the Section G "Communications" clause) at least ten (10) days in advance of the meeting, to identify the date, time and precise location of the meeting. The contractor shall provide Meeting Minutes within ten (10) days after the completion of the Start of Work Meeting, in accordance with Data Item A003, Exhibit A.

C.3.2 In-Process Reviews (IPRs):

The contractor shall hold the following IPRs with at least three (3) of them held at the contractor's facility. The location of each specific IPR, either at TACOM or the contractor's facility, will be agreed upon in advance by the government COTR and the contractor as long as at least three (3) total IPRs are held at the contractor's facility and at least three (3) total IPRs are held at TACOM. Each IPR will be associated with the completion of a specific demonstration or task, as described below. The contractor shall submit Meeting Minutes to the government within ten (10) days after the completion of each IPR, in accordance with Data Item A003, Exhibit A. These Meeting Minutes shall describe at a minimum, when the IPR was held, the location where it was held, who attended the IPR for both the government and the contractor, what issues or problems were discussed, and what plans or decisions were agreed upon by the parties at the IPR. No IPR will be held earlier than one month before the final date by which that IPR must be held, as listed below, unless both parties agree otherwise. For example, IPR # 1 will not be held earlier than 2 months after contract award since it must be held no later than by 3 months after contract award.

C.3.2.1 IPR # 1:

IPR # 1 will be held by 3 months after contract award. The VSIL design architecture will be planned and discussed at this IPR.

C.3.2.2 IPR # 2:

IPR # 2 will be held by 5 months after contract award. The contractor shall provide the preliminary VSIL design architecture for review at this IPR.

C.3.2.3 IPR # 3:

IPR # 3 will be held by 7 months after contract award. The contractor shall provide the final VSIL design architecture for review at this IPR.

C.3.2.4 IPR # 4:

IPR # 4 will be held by 8 months after contract award. The contractor shall provide the materials for the Demonstration 1 design review which will take place at this IPR. The contractor will subsequently perform Demonstration 1 (C.2.1) by 10 months after contract award, at TACOM.

C.3.2.5 IPR # 5:

IPR # 5 will be held by 12 months after contract award. The contractor shall provide the materials for the Demonstration 2 design review which will take place at this IPR. The contractor will subsequently perform Demonstration 2 (C.2.2) by 15 months after contract award, at TACOM.

C.3.2.6 IPR # 6:

IPR # 6 will be held by 18 months after contract award. The contractor shall provide the materials for the Demonstration 3 design review which will take place at this IPR. The contractor will subsequently perform Demonstration 3 (C.2.3) by 23 months after contract award, at TACOM.

C.3.2.7 IPR # 7:

IPR # 7 will be held by 24 months after contract award. The final review will be held at this IPR.

C.4 Tasks

The contractor shall perform the following tasks related to conducting the three demonstrations listed in C.2:

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

C.4.1 Finalizing/Documenting the UML

The contractor shall finalize and document the Unified Modeling Language (UML), an object oriented programming language, to define the IGV use cases and classes. The UML model will depict the relationships, dependencies, attributes, and methods in a manner that is independent of the simulation and execution environment of the VSIL. The model will be developed by the contractor. The contractor shall present the UML for preliminary review 2 weeks before IPR # 1 and in final form by 2 weeks before IPR # 2, in accordance with C.6.4 and Data Item A004, Exhibit A.

C.4.2 Defining/Implementing the Simulation Execution Environment

The contractor shall define and implement the simulation execution and monitoring environment to support the integration of newly developed and legacy/stand alone models which, at a minimum, shall include High Level Architecture (HLA), MatLab, and J2EE. The simulation execution and monitoring environment is the order in which the contractor chooses events to happen in the simulation world and the points of view from which to monitor those events. The simulation execution and monitoring environment will be consistent with and provide the ability to integrate models developed within the TARDEC Embedded Simulation System (ESS) vehicle subsystem. The contractor shall use current TARDEC and Army Interface and Control Documents to include ESS A-Kit to B-Kit Interface Control Document (ICD). The HLA Federation Object Model (FOM) shall conform to the MATREX FOM where applicable and assist it in meeting Demonstration requirements listed in the various tasks cited under C.4. The simulation execution and monitoring environment will be presented for preliminary review at IPR # 2 (C.3.2.2) and in its final form at IPR # 3 (C.3.2.3).

C.4.3 Development of Performance Measures

The contractor shall develop performance measures for evaluating system resource demand and availability, integration performance, and trade-off analysis. The contractor shall identify data collection requirements to support the identified performance measures and will design and implement a performance, analysis, and measurement system that can be interfaced to the VSIL to validate the demonstration experiments. The performance measures and performance, analysis, and measurement system will be presented for preliminary review at IPR # 2(C.3.2.2) and in its final form at IPR # 4 (C.3.2.4).

C.4.4 Definition of Demonstration Scenarios

The contractor shall create three (3) detailed demonstration scenario descriptions. This will include, for each of the three demonstrations, a detailed scenario definition, required model configuration, and the evaluation of criteria (Measure of Effectiveness or MOEs and Measures of Performance or MOPs) to be measured and analyzed. The contractor will complete the detailed demonstration scenarios five (5) months prior to the corresponding demonstration event. The government will review these demonstration scenarios for correctness and completeness. The contractor will complete the scenario for Demonstration 1 by 5 months after contract award (C.2.1), the scenario for Demonstration 2 by 10 months after contract award (C.2.2) and the scenario for Demonstration 3 by 18 months after contract award (C.2.3).

${\tt C.4.5}$ Implementation of VSIL Object Models

The contractor shall implement and integrate the VSIL object models required to conduct the finalized defined demonstrations. The design for each demonstration shall be presented at the IPR associated with that demonstration event.

C.4.6 Definition of Repository Architecture

The contractor shall define a repository architecture to store simulation models, documentation, and guidelines. The repository shall provide the ability to view data, models, and model hierarchies; control model configurations; and configure model deployments for execution. The repository shall also provide the ability to integrate to third party tools to remotely execute/automate repository capabilities which means that the contractor should build the repository in such a way that we can drop in a third party software tool that supports the repository (or database) standards to be selected by the contractor. The repository architecture and design will be presented for preliminary review at IPR # 2 (C.3.2.2) and in its final form at IPR # 4 (C.3.2.4).

C.4.7 Development of Tool Set

The contractor shall develop a tool set that can be interfaced to the repository architecture in order to simplify the tasks of designing components/simulations building systems or subsystems, locating components, and executing configured simulations. This tool set is part of the VSIL Repository deliverable (C.4.10).

C.4.8 Development of VSIL Manuals

The contractor shall develop and deliver two separate manuals, a VSIL Software User's Manual and a VSIL Programmer's Guide Manual, to facilitate third party usage of the VSIL. The user's manual shall contain as a minimum: starting the software, loading a model from the repository, exercising the model. The programmer's guide shall contain as a minimum: a detailed description of all the methods used in accessing and modifying the models, a detailed description of all the building block models and methods to exercise them, and examples

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of using the methods to exercise the model. Furthermore, the contractor will spell out the identification scheme used for the models developed in support of the demos. A preliminary copy of the manuals will be due at IPR # 5, with the final draft due at IPR # 7, in accordance with C.3.2.7, C.6.10 and Data Item A010, Exhibit A.

C.4.9 Installation of Software

The contractor shall provide instructions to the government as to how to properly install the software required under this contract, as part of the Scientific and Technical Report required in C.6.2. The instructions should be sufficiently clear and detailed so as to allow government personnel to follow these instructions to correctly install the software required under this contract.

C.5 Government Furnished Equipment (GFE)

The government will be responsible for providing to the contractor specific Government Furnished Equipment (GFE) under this contract. The contractor shall contact the COTR in writing within thirty (30) days of contract completion to request instructions for returning to the government the GFE provided under this contract. The government will provide the following specific GFE under this contract, to the contractor:

C.5.1 Power Models

The government will provide to the contractor power models to support Demonstration 1 (C.2.1). The government will deliver these models as source code and in MatLab executable form by IPR # 3, scheduled to be held no later than 7 months after contract award, per C.3.2.3. These models will be revised by the contractor and re-released by the contractor for government review at IPRs # 4, #5, #6 and #7.

C.5.2 ICDs

The government will provide to the contractor current ESS A-Kit to B-Kit ICD and MATREX FOM v0.5, or the most current version, at the Start of Work Meeting (C.3.1), in accordance with C.2.3 (Demonstration 3). The government will support the development of a Human Performance Model (HPM) to VSIL ICD by providing HPMs developed by the government.

C.5.3 Vehicle Subsystem and Human Performance Models

The government will provide to the contractor the ESS vehicle subsystem and human performance model on CD-ROM to support Demonstration 3 (C.2.3) by 15 days after the performance of Demonstration 2 by the contractor.

NOTE: GFE should also reflect the ESS vehicle subsystem and human performance model notation.

C.6 Deliverables

The contractor shall provide the following deliverables to the government.

C.6.1 Progress & Status Reports

The contractor shall submit Progress & Status Reports every 3 months, beginning 3 months after the award of the contract, in accordance with Data Item A001, Exhibit A.

C.6.2 Scientific & Technical Report

The contractor shall submit a draft Scientific & Technical Report which will describe the results of the research conducted under this contract, including any significant problems, issues, findings, accomplishments, and recommendations, by 22 months after contract award, in accordance with Data Item A002, Exhibit A. The government will have 30 days to review this draft report and provide comments back to the contractor. The contractor will submit the final Scientific & Technical Report by 24 months after contract award, in accordance with Data Item A002, Exhibit A.

C.6.3 Meeting Minutes

The contractor shall submit Meeting Minutes for the Start of Work Meeting (C.3.1) and for all the IPRs listed in C.3.2, in accordance with C.3.2 and Data Item A003, Exhibit A.

C.6.4 Unified Modeling Language (UML) Model

The contractor shall provide the UML model as source code, in accordance with Data Item A004, Exhibit A and C.4.1, in preliminary form by 2 weeks before IPR # 1, depending on when IPR # 1 is scheduled in accordance with C.3.2.1, and in final form by 2 weeks before IPR # 2, depending on when IPR # 2 is scheduled in accordance with C.3.2.2.

C.6.5 Simulation Execution Environment Software

Reference No. of Document Being Continued

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

The contractor shall provide the Simulation Execution Environment Software as source code and in executable form, in accordance with C.4.2 and Data Item A005, Exhibit A. The software shall be delivered in preliminary form by IPR # 2 (see C.3.2.2) and in final form by IPR # 3, scheduled to take place by 7 months after contract award (C.3.2.3).

C.6.6 Scenario Description Document

The contractor shall provide a Scenario Description Document for each of the three demonstrations listed in C.2 in accordance with C.4.4 and Data Item A006. Exhibit A.

C.6.7 Object Model Source Code

The contractor shall provide Object Model Source Code to the government, in accordance with Data Item A007, Exhibit A. Object Model Source Code will be released at IPRs #4, #5, #6, and #7.

C.6.8 Performance, Analysis, and Measurement System

The contractor shall provide performance, analysis, and measurement system software, delivered as source code and in executable form, by IPR #3, which will take place by 7 months after contract award, in accordance with C.3.2.3. This software will be revised and rereleased at IPRs # 4, #5, #6 and #7 (see C.3.2). The performance, analysis, and measurement software shall be provided in accordance with Data Item A008. Exhibit A.

C.6.9 VSIL Repository

The contractor shall provide VSIL Repository Software at IPR # 3, which will be held by 7 months after contract award, in accordance with C.3.2.3. This software shall be delivered as source code and in executable form. The contractor shall subsequently provide updated versions of the VSIL Repository Software at IPRs # 4, 5, and 6 with the final version due at IPR # 7 (see C.3.2), in accordance with Data Item A009, Exhibit A.

C.6.10 VSIL Software User's Manual and VSIL Programmer's Reference Manual

The contractor shall provide a VSIL Software User's Manual and a VSIL Programmer's Reference Manual for preliminary review 2 weeks prior to IPR # 5, which will take place by 12 months after contract award, in accordance with C.3.2.5. These manuals will be delivered in their final form by 2 weeks before IPR # 7, scheduled to take place by 24 months after contract award, in accordance with C.3.2.7. These 2 manuals shall be provided in accordance with C.4.8 and Data Item A010, Exhibit A.

C.6.11 Presentation Materials

The contractor shall provide Presentation Materials, in accordance with Data Item A011, Exhibit A, of the contract.

C.6.12 Computers/Matlab Licenses

The contractor shall deliver to the government at contract completion any computers or Matlab licences purchased under this contract, per C.2 and F.7.12.

*** END OF NARRATIVE C 001 ***

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

SECTION D - PACKAGING AND MARKING D-1 PACKAGING AND PACKING

Any hardware deliverables, or software deliverables delivered in the form of a CD-ROM, that are due under this contract shall be packaged and packed in accordance with standard commercial practice in order to ensure safe arrival at the destination listed for the Technical Representative (COTR) in the Section G clause entitled "Communications", without damage or loss.

D-2 MARKING

The hardware deliverables (the computers cited in F.7.12), and the software deliverables delivered in the form of a CD-ROM, that are due under this contract shall be marked and identified with a descriptive title the name and address of the prime contractor as well with the contract number.

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

SECTION E - INSPECTION AND ACCEPTANCE

Regulatory Cite _____ Title ____ Date

E-1 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)

APR/1984

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

E-2 52.246-4030

INSPECTION POINT: DESTINATION

AUG/1994

(TACOM)

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3 52.246-4031 (TACOM)

ACCEPTANCE POINT: DESTINATION

AUG/1994

The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

SECTION F - DELIVERIES OR PERFORMANCE

F-1 52.242-15 STOP WORK ORDER(ALTERNATE I dated APR 1984)	Date
	AUG/1989
F-2 52.242-17 GOVERNMENT DELAY OF WORK	APR/1984
F-3 52.247-34 F.O.B. DESTINATION	NOV/1991
F-4 52.227-4002 DATA (SOFTWARE)	APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander

US Army Tank-automotive and Armaments Command

ATTN: (See DD Form 1423, Block 14)

Warren, MI 48397-5000

F-5 DATA

All data deliverables due under this contract shall be delivered electronically to the addressees and email addresses specified on the Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A.

F-6 PERIOD OF PERFORMANCE

All work performed under this contract shall be completed by 15 Feb 06.

F-7 DELIVERABLES

The contractor shall provide the following deliverables to the government, in accordance with Provision C.6 of the contract.

- F.7.1 The contractor shall submit Progress & Status Reports every 3 months, beginning 3 months after the award of the contract, in accordance with Provision C.6.1 and Data Item A001, Exhibit A, of the contract.
- F.7.2 The contractor shall prepare and submit a draft Final Report by 22 months after contract award, in accordance with Provision C.6.2 and Data Item A002, Exhibit A, of the contract. The government will have 30 days to review this draft Scientific & Technical Report and provide comments back to the contractor. The contractor shall submit the final Scientific & Technical Report to the government by 24 months after contract award, in accordance with Provision C.6.2 and Data Item A002, Exhibit A, of the contract.
- F.7.3 The contractor shall submit Meeting Minutes, in accordance with Provision C.6.3 and Data Item A003, Exhibit A, of the contract.
- F.7.4 The contractor shall provide a preliminary Unified Modeling Language (UML) Model by 2 weeks before IPR # 1, which is due to be held by 3 months after contract award, in accordance with C.3.2.1, C.6.4, and Data Item A004, Exhibit A. The contractor shall provide the UML in final form by 2 weeks before IPR # 2, which is scheduled to be held by 5 months after contract award, in accordance with Provisions C.3.2.2, C.6.4, and Data Item A004, Exhibit A.
- F.7.5 The contractor shall provide the Simulation Execution Environment Software as source code and in executable form, in accordance with C.4.2 and Data Item A005, Exhibit A, by IPR # 3, which is scheduled to take place by 7 months after contract award, in accordance with C.3.2.3.
- F.7.6 The contractor shall provide Scenario Description Documents 150 days before the preliminary reviews for each of the 3 Demonstrations listed in C.2, in accordance with C.4.4 and Data Item A006, Exhibit A.
- F.7.7 The contractor shall provide Object Model Source Codes at IPR's # 4, #5, #6, and # 7, in accordance with C.6.7 and Data Item A007. Exhibit A.
- F.7.8 The contractor shall provide performance, analysis, and measurement system software delivered as source code and in executable format, in accordance with C.6.8 and Data Item A008, Exhibit A, at IPR #3 with revisions of this performance software due at IPRs #4, #5, #6, and #7, in accordance with C.6.8.
- F.7.9 The contractor shall provide VSIL Repository Software, in accordance with C.6.9 and Data Item A009, Exhibit A at IPR #3 which will take place by 7 months after contract award, in accordance with C.3.2.3.
- F.7.10 The contractor shall provide a VSIL Software User's Manual and a VSIL Programmer's Reference Manual for preliminary review, in accordance with C.6.10 and Data Item A010, Exhibit A, 2 weeks prior to IPR # 2 which will take place by 5 months after contract award, in accordance with C.3.2.2. The contractor shall provide these 2 manuals in their final form, in accordance with C.6.10 and Data Item

CONTINUATION SHEET	Reference No. of Document B	Page 16 of 33	
CONTINUATION SHEET	PHN/SHN DAAE07-03-C-L151	MOD/AMD	

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A010, Exhibit A, by 2 weeks before IPR # 7 scheduled to take place by 24 months after contract award, in accordance with C.3.2.7.

F.7.11 The contractor shall provide Presentation Materials in accordance with C.6.11 and Data Item A011, Exhibit A, which requires submission of an intial 3-panel display board 16 months after contract award and a final display board at contract completion, 24 months after contract award.

F.7.12 The contractor shall provide at contract completion, 24 months after contract award, to the COTR, at the COTR's address listed in the Section G "Communications" clause, any computers and Matlabs purchased with funds from this contract (see C.2 and C.6.12).

*** END OF NARRATIVE F 001 ***

Reference No. of Document Being Continued **CONTINUATION SHEET**

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W56HZV

TOTAL

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356,610.00

356,610.00

Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/

Army

JOB

LINE AMS CD/ ORDER OBLG ACCOUNTING OBLIGATED ACRN STAT ACCOUNTING CLASSIFICATION NUMBER STATION AMOUNT ITEM MIPR 000101 E142C026EH AA 1 21 42040000046N6N7EP665502255Y S20113 42C026 W56HZV 356,610.00

665502M4055

TOTAL \$ 356,610.00

SERVICE ACCOUNTING OBLIGATED STATION AMOUNT NAME TOTAL BY ACRN ACCOUNTING CLASSIFICATION

Title Regulatory Cite Date

G-1 52.242-4016 COMMUNICATIONS MAY/2000

(TACOM)

AA

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

> Name: TACOM

21 42040000046N6N7EP665502255Y S20113

Mr. Mitchell Cross ATTN: AMSTA-TR-R, MS 264 Warren, MI 48397-5000

e-mail: crossm@tacom.armv.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: DCMC Detroit, Ann Arbor office

> Ms. Carrie Zunk ATTN: DCMDE-GJOA

24 Frank Lloyd Wright Drive

Ann Arbor, MI 48106

e-mail: carrie.zunk@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

INVOICE INFORMATION REQUIREMENT

DEC/1991

- (a) <u>Definition</u>. <u>Contracting Officer's Representative</u> means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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Name of Offeror or Contractor: Cybernet systems corporation

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

* * *

- G-4 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS
- G.4.1 The contractor shall bill to the six-digit (subCLIN) and ACRN in accordance with FAR 52.232-4005 ("Invoice Information Requirement").
- G.4.2 If multiple subCLINs exist on the same four-digit major CLIN the contractor shall determine which six-digit subCLIN contains the oldest fiscal year money and invoice against the oldest money, until fully billed.
- G.4.3 To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column listed in the Appropriations and Accounting Data listed elsewhere in this Section G. The first digit represents the fiscal year.
- G-5 DFAS: SPECIAL PAYING INSTRUCTIONS
- G.5.1 DFAS will make payments as billed.

*** END OF NARRATIVE G 001 ***

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-6	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-7	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
(a) A	ll technical data del	livered under this contract shall be accompanied by the following	written declaration:
The	e Contractor,	, hereby declares that, to the best of its	knowledge and belief, the
tec	chnical data delivere	d herewith under Contract No. <u>DAAE07-</u> are complete, ac	ccurate, and comply with al
rec	quirements of the con	tract.	
Dat	e Na	ame and Title of Authorized Official	

This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

- (b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.
- (c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.

 (End of clause)
 - H-11 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA SEP/1999
- (a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.
- (b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.
- (c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.
 - (d) Prechallenge request for information.
- (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor tofurnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

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- (2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.
- (3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.
 - (e) Challenge.
- (1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-
 - (i) State the specific grounds for challenging the asserted restriction;
- (ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;
- (iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and
- (iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.
- (2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.
- (3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.
- (4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.
- (f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.
 - (g) Final decision when Contractor or subcontractor responds.
- (1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.
- (2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract.

 Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified

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the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

- (ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.
- (iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.
- (iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court.

 Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.
 - (h) Final disposition of appeal or suit.
- (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-
 - (i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and
- (ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.
- (2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-
 - (i) The Government shall continue to be bound by the restrictive marking; and
- (ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.
- (i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.
 - (1) Is publicly available;
 - (2) Has been furnished to the United States without restriction; or
 - (3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

- (j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."
- (k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.
- (1) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

H-12 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS
The Contractor shall furnish the Contracting Officer the following:

APR/1990

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- (a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.
- (b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.
- (c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.
- (d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-13 52.204-4005 (TACOM)

REQUIRED USE OF ELECTRONIC CONTRACTING

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm

Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner

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Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
- H-14 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989 (TACOM)

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-15 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(TACOM)

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
 - (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-21	52.216-8	FIXED FEE	MAR/1997
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACTOVERTIME COMPENSATION	SEP/2000
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-32	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-32	52.225-14	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-34	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-35	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-2	PATENT RIGHTSRETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-38	52.228-7	INSURANCELIABILITY TO THIRD PERSONS	MAR/1996
I-39	52.229-5	TAXESCONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-41 I-42	52.232-9	EXTRAS	APR/1984 APR/1984
I-42 I-43	52.232-11	INTEREST	JUN/1984
I-43	52.232-17	ASSIGNMENT OF CLAIMS	
		PROMPT PAYMENT	JAN/1986
I-45	52.232-25	PAYMENT PAYMENT PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	FEB/2002
I-46	52.232-33		OCT/2003
I-47	52.233-1	DISPUTES DECRETARED ANADD (ALTERNATE I doted IIII 1005)	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD (ALTERNATE I, dated JUN 1985)	AUG/1996

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	Regulatory Cite	Title	Date
I-50	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
-51	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-2	CHANGESCOST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
-54	52.243-7	NOTIFICATION OF CHANGES	APR/1984
-55	52.244-2	SUBCONTRACTS (ALT IAUG 1998)	AUG/1998
-56	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-57	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
-58	52.246-25	LIMITATION OF LIABILITYSERVICES	FEB/1997
-59	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
-60	52.249-14	EXCUSABLE DELAYS	APR/1984
-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-69	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-70	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
-71	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
-72	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
1-74	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
-75	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
-76	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-77	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-78	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-79	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
08-1	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONSCOMPUTER SOFTWARE	JUN/1995
I-81	252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT	MAR/2000
I-82	252.227-7034	PATENTSSUBCONTRACTS	APR/1984
E-83	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-84	252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER	MAY/1995
-85	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-86	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (Dod CONTRACTS)	MAR/2000
I-88	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990
			,

⁽a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--

⁽¹⁾ Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

⁽²⁾ By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

⁽³⁾ To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

⁽⁴⁾ That will result in lower overall costs to the Government.

⁽b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for

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contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

T-89 52.219-4

NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS

JAN/1999

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - (b) Evaluation preference.
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
 - $[\]$ Offer elects to waive the evaluation preference.
 - (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service

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contracts.

[End of Clause]

I-90 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-91 52.232-22 LIMITATION OF FUNDS APR/1984

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contact on that date in accordance with the provisions of the TERMINATION clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
 - (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-
- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the TERMINATION clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract.

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(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

- (h) No notice, communication, or representation in any form, other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (1) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

 (End of clause)

I-92 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-93 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION

NOV/2001

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
 - (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the

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Contracting Officer to verify that the offeror is registered in the CCR database.

- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

I-94 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

I-95 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) <u>Foreign flag vessel</u> means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or

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- (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS QUANTITY TOTAL

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-96 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor-
 - (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties
 - (1) In all subcontracts hereunder, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for-
 - (i) Noncommmercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-97 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET

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Name of Offeror or Contractor: CYBERNET SYSTEMS CORPORATION

SECTION J - LIST OF ATTACHMENTS

 List of Addenda
 Title
 Date
 of Pages
 Transmitted By

 Exhibit A
 CONTRACT DATA REQUIREMENTS LIST (FORM DD 1423)
 23-OCT-2003
 012

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CONTRACT DATA ITEM REQUIREMENT LIST (DD FORM 1423)

A. CONTRACT LINE ITEM NO.: 0002

B. EXHIBIT: A

C. CATEGORY: Reporting

- D. SYSTEM ITEM: Virtual Prototyping Architecture
- E. SOLICITATION NO.: N/A

F. CONTRACTOR: Cybernet Systems Corporation

- 1. DATA ITEM: A001
- 2. TITLE OF DATA ITEM: Progress, Status, & Management Report
- 3. SUBTITLE: N/A
- 4. AUTHORITY: N/A
- 5. CONTRACT REFERENCES: C.6.1
- 6. REQUIRING OFFICE: AMSRD-TAR/MS 264
- 7. DD 250 REQUIRED: No
- 8. APP CODE: N/A
- 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: Every 90 days
- 11. AS OF DATE: See Block 16 below
- 12. DATE OF FIRST SUBMISSION: 3 months after contract award
- 13. DATE OF SUBSEQUENT SUBMISSIONS: Every 3 months

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil			1 1
	15. TOTAL:		2

16. REMARKS:

- A. The contractor shall submit Progress & Status Reports every 3 months after contract award, beginning 3 months after the contract award date, in accordance with Provision C.6.1 of the contract. This report shall describe the status of the contract including a summary of any significant progress, findings, accomplishments, issues, and problems encountered in performing the specific tasks set forth in the Section C Scope of Work. These progress reports will include a description of the total costs incurred to date under the contract, as well as the specific costs incurred since the last progress report was issued.
- B. The contractor shall complete the progress reports in accordance with Data Item Description (DID) DI-MGMT-80227 "Contractor's Progress, Status, and Management Report". The COTR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Report". See DID-MGMT-80227, at the following Internet address, for instructions on completing the required report. Microsoft Word for Office 97 program.
- C. The contractor shall prepare the progress reports in the contractor's format and submit the reports in any of the following electronic formats:
- (1) Files readable using these Microsoft 97 Office Products (TACOM can currently read OFFICE 97 and lower). Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HMTL (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government.

- (4) Other electronic formats. Before preparing your report in any other electronic format, please email the COTR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government.
- NOTES: (a) The above formats may be submitted in compressed from using self-extracting files.
 - (b) Files may be read-only, password protected.
- D. Acceptable media: The contractor shall submit reports via email. If email is not workable, other acceptable media include 100 or 250 megabyte Zip-Disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) Email: Maximum size of each of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 Megabyte Zip-Disk, 3 1/2 inch disk or 650 megabyte CD-ROM via U.S. Mail or other carrier, delivered to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via email and also 100 megabyte Zip-Disk.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM: A002

2. TITLE OF DATA ITEM: Scientific & Technical Report

3. SUBTITLE: Draft and Final Reports

4. AUTHORITY: N/A

5. CONTRACT REFERENCE: C.6.2

6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264

7. DD 250 REQUIRED: Yes

8. APP CODE: N/A

- 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16 below
- 11. AS OF DATE: See Block 16 below
- 12. DATE OF FIRST SUBMISSION: See Block 16 below
- 13. DATE OF SUBSEQUENT SUBMISSION: See Block 16 below

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil		1	1
Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil		1	1
	15. TOTAL	2	2

16. REMARKS:

A. The contractor shall submit one (1) draft "Scientific and Technical Report" to the addressees listed in Block 14 above, by 22 months after contract award. This "Scientific and Technical Report" shall describe in detail the significant issues, problems, accomplishments and results obtained by the contractor in performing the specific demonstrations and tasks listed in the Section C Scope of Work. In addition, the "Scientific and Technical Report" will provide recommendations based on the findings obtained from performing this

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contract. Finally, this report will list the total cost expenditures incurred in performing this contract. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COTR shall review the draft report and return it to the contractor within thirty (30) days with his comments. The contractor shall then submit a final "Scientific and Technical Report" by 24 months after contract award which takes into account the COTR's comments.

B. The contractor shall complete both the draft and final "Scientific and Technical Reports" in accordance with Data Item Description (DID) DI-MGMT-80711A, "Scientific and Technical Reports". The COTR is responsible for accepting or rejecting the draft and final "Scientific and Technical Report" and for submitting the approved final report to the Defense Technical Information Center (DTIC) in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A) at the Internet address listed below, fro instructions in completing the form.

http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4

You may download the SF 298 form from the following Internet address:

http://www.dtic.mil/dtic/forms/sf297template.doc

You may download basic instructions for completing the SF 298 form from the following Internet address:

http://www.dtic.mil/forms/SF298 MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report the contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release, distribution unlimited.
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information.

NOTE: After reviewing the contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence: "Report developed under SBIR contract for Topic A02-244". The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report".

- C. The contractor shall prepare the Scientific and Technical Reports (both draft and final) in the contractor's format and submit the reports in any of the following electronic formats:
- (1) Files readable using these Microsoft 97 Office Products (TACOM can currently read OFFICE 97 and lower). Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HMTL (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please email the COTR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the government.
- NOTES: (a) The above formats may be submitted in compressed from using self-extracting files.
 - (b) Files may be read-only, password protected.
- D. Acceptable media: The contractor shall submit reports via email. If email is not workable, other acceptable media include 100 or 250 megabyte Zip-Disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file

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submitted.

- (1) Email: Maximum size of each of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 Megabyte Zip-Disk, 3 1/2 inch disk or 650 megabyte CD-ROM via U.S. Mail or other carrier, delivered to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with a descriptive title, the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via email and also 100 megabyte Zip-Disk.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM: A003

2. TITLE OF DATA ITEM: Meeting Minutes

3. SUBTITLE: N/A
4. AUTHORITY: N/A

5. CONTRACT REFERENCE: C.6.3

6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264

7. DD 250 REQUIRED: No

8. APP CODE: N/A

- 9. DISTRIBUTION STATEMENT REQUIRED: N/A
- 10. FREQUENCY: See Block 16 below
- 11. AS OF DATE: See Bl;ock 16 below
- 12. DATE OF FIRST SUBMISSION: See Block 16 below
- 13. DATE OF SUBSEQUENT SUBMISSION: See Block 16 below

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil			1 1
	15. TOTAL:		2

16. REMARKS:

The contractor shall prepare and electronically submit to the addressees listed in Block 14 above Meeting MInutes as required under Provision C.6.3 of the contract. These Meeting Minutes shall include a summary of any significant issues or problems that were discussed during this meeting as well as a record of any decisions made during the meeting. The meeting minutes must be readable by the Microsoft Word for Office 97 program. Contractor format is acceptable.

- 17. PRICE GROUP: N/A
- 18. ESTIMATED TOTAL PRICE: N/A

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1. DATA ITEM: A004

2. TITLE OF DATA ITEM: Unified Modeling Language (UML)

3. SUBTITLE: N/A 4. AUTHORITY: N/A

5. CONTRACT REFERENCE: C.6.4

6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264

7. DD 250 REQUIRED: Yes

8. APP CODE: N/A

- 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16 below
- 12. DATE OF FIRST SUBMISSION: See Block 16 below
- 13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below.

14. DISTRIBUTION:

A. ADDRESSEES: B. COPIES: DRAFT FINAL

COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil

15. TOTAL: 1

16. REMARKS:

A. The contractor is to submit a Unified Modeling Language (UML) Model in preliminary form, in accordance with C.6.4, by 2 weeks before IPR # 1, and in final form by two weeks before IPR # 2, also in accordance with C.6.4. The contractor shall provide a final updated version of the UML at contract completion.

- B. The contractor shall prepare and submit the UML Model as source code and in the contractor's format.
- C. Acceptable media: The contractor shall submit the UML via File Transfer Protocol (FTP) or CD ROM. The contractor shall identify the software application and version used to create each file submitted.
- (1) FTP software: Arrangements must be made with the government if software is to be delivered via FTP. Any compressed files must be self-extracting, and the contractor must provide appropriate instructions.
- (2) CD-ROM: A CD-ROM may be sent via U.S. Mail or other carrier to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with the descriptive title, version date, and revision date of the deliverable, the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit the UML Model, either by FTP or by CD-ROM.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM: A005

2. TITLE OF DATA ITEM: Simulation Execution Environment Software

3. SUBTITLE: N/A
4. AUTHORITY: N/A

5. CONTRACT REFERENCE: C.6.5

6. REQUIRING OFFICE: AMSRD-TAR-R/MS264

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1

7. DD 250 REQUIRED: Yes

8. APP CODE: N/A

- 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16 below
- 12. DATE OF FIRST SUBMISSION: See Block 16 below
- 13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below

14. DISTRIBUTION:

A. ADDRESSEES: B. COPIES: DRAFT FINAL

COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil

15. TOTAL: 1

16. REMARKS:

- A. The contractor is to submit Simulation Execution Environment Software (SEES) as source code and in executable form, in contractor format, in accordance with C.6.5, in preliminary form at IPR # 2, which is scheduled to take place by 5 months after contract award, in accordance with C.3.2.2 and in final form by IPR # 3 which is scheduled to take place no later than 7 months after contract award, in accordance with C.3.2.3.
- B. Acceptable media: The contractor shall submit the SEES via email. If email is not workable, other acceptable media include 100 or 250 megabyte Zip-Disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) Email: Maximum size of each of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 Megabyte Zip-Disk, 3 1/2 inch disk or 650 megabyte CD-ROM via U.S. Mail or other carrier, delivered to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with a descriptive title and revision date, the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit the SEES. For instance, do not submit the SEES via email and also 100 megabyte Zip-Disk.

- 17. PRICE GROUP: N/A
- 18. ESTIMATED TOTAL PRICE: N/A

- 1. DATA ITEM: A006
- 2. TITLE OF DATA ITEM: Scenario Description Documents
- 3. SUBTITLE: N/A
- 4. AUTHORITY: N/A
- 5. CONTRACT REFERENCE: C.6.6
- 6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264
- 7. DD 250 REQUIRED: Yes
- 8. APP CODE: N/A
- 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16 below
- 12. DATE OF FIRST SUBMISSION: See Block 16 below
- 13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below

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1

14. DISTRIBUTION:

A. ADDRESSEES: B. COPIES: DRAFT FINAL

COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil Buyer: Mr. Paul Veselenak, TACOM, email: veselenp@tacom.army.mil

15. TOTAL: 1

16. REMARKS:

- A. The contractor shall submit Scenario Description Documents (SDDs) 150 days before the preliminary reviews of each of the 3 demonstrations listed in C.2, in accordance with C.4.4 and C.6.6.
- B. The contractor shall prepare the SDDs in the contractor's format.
- C. Acceptable media: The contractor shall submit SDDs via email. If email is not workable, other acceptable media include 100 or 250 megabyte Zip-Disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. The contractor shall identify the software application and version used to create each file submitted.
- (1) Email: Maximum size of each of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 Megabyte Zip-Disk, 3 1/2 inch disk or 650 megabyte CD-ROM via U.S. Mail or other carrier, delivered to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with a descriptive title and date, the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each SDD. For instance, do not submit a report via email and also 100 megabyte

Zip-Disk.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM: A007

2. TITLE OF DATA ITEM: Object Model Source Code

3. SUBTITLE: N/A

4. AUTHORITY: N/A

5. CONTRACT REFERENCE: C.6.7

6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264

7. DD 250 REQUIRED: Yes

8. APP CODE: N/A

9. DISTRIBUTION STATEMENT REQUIRED: See Block 16

10. FREQUENCY: See Block 16

11. AS OF DATE: See Block 16 below

12. DATE OF FIRST SUBMISSION: See Block 16 below

13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below.

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COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil

1

15. TOTAL:

16. REMARKS:

- A. The contractor is to submit Object Model Source Codes (OMSCs) to the government, in accordance with C.6.7 during performance of the contract, at IPRs #4, #5, #6, and #7 (see C.3.2).
- B. The contractor shall prepare and submit the Object Model Source Codes in the contractor's format and submit it in any of the following electronic formats:
- (1) Files readable using these Microsoft 97 Office Products (TACOM can currently read OFFICE 97 and lower). Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HMTL (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the OMSCs due date(s) agreed upon by the parties. All alternate methods must be at no cost to the government.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please email the COTR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the OMSC's due date. All alternate methods must be at no cost to the government.
- NOTES: (a) The above formats may be submitted in compressed from using self-extracting files.
 - (b) Files may be read-only, password protected.
- C. Acceptable media: The contractor shall submit the OMSCs via File Transfer Protocol (FTP) or CD ROM. The contractor shall identify the software application and version used to create each file submitted.
- (1) FTP software: Arrangements must be made with the government if software is to be delivered via FTP. Any compressed files must be self-extracting, and the contractor must provide appropriate instructions.
- (2) CD-ROM: A CD-ROM may be sent via U.S. Mail or other carrier to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with a descriptive title, and version date, the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit the OMSL, either by FTP or by CD-ROM.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

- 1. DATA ITEM: A008
- 2. TITLE OF DATA ITEM: Performance, Analysis, and Measurement System
- 3. SUBTITLE: N/A
- 4. AUTHORITY: N/A
- 5. CONTRACT REFERENCE: C.6.8
- 6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264
- 7. DD 250 REQUIRED: Yes
- 8. APP CODE: N/A
- 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16 below
- 12. DATE OF FIRST SUBMISSION: See Block 16 below

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13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below.

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	COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil			1	
		15. TOTAL:		1	
16.	REMARKS:				
A.	The contractor shall submit Performance, Analysis, and Measurement	System Software	(PAMSS) to	o the government, in a	accordance with

- C.6.8 by IPRs # 3, #4, #5, #6 and #7 (see C.3.2), in accordance with C.6.8.
- C. Acceptable media: The contractor shall submit the PAMSSs via File Transfer Protocol (FTP) or CD ROM. The contractor shall identify the software application and version used to create each file submitted.
- (1) FTP software: Arrangements must be made with the government if software is to be delivered via FTP. Any compressed files must be self-extracting, and the contractor must provide appropriate instructions.
- (2) CD-ROM: A CD-ROM may be sent via U.S. Mail or other carrier to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with a descriptive title and version date, the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit the PAMSS, either by FTP or by CD-ROM.

B. The contractor shall prepare and submit the PAMSS in the contractor's format.

- 17. PRICE GROUP: N/A
- 18. ESTIMATED TOTAL PRICE: N/A

- 1. DATA ITEM: A009
- 2. TITLE OF DATA ITEM: VSIL Repository Software
- 3. SUBTITLE: N/A
- 4. AUTHORITY: N/A
- 5. CONTRACT REFERENCE: C.6.9
- 6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264
- 7. DD 250 REQUIRED: Yes
- 8. APP CODE: N/A
- 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16 below
- 12. DATE OF FIRST SUBMISSION: See Block 16 below
- 13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below.

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COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil 1

15. TOTAL: 1

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16. REMARKS:

- A. The contractor shall provide VSIL Repository Software as source code and in executable form, to the government, in accordance with C.6.9, by IPR # 3 which shall be held by 7 months after contract award, in accordance with C.3.2.3. This VSIL Repository Software will be revised, updated, and re-released at IPRs # 4, # 5, #6 and in final form at IPR #7 (see C.3.2), in accordance with C.6.9.
- B. The contractor shall prepare and submit the VSIL Repository Software in the contractor's format.
- C. Acceptable media: The contractor shall submit the VSIL Repository Software via File Transfer Protocol (FTP) or CD ROM. The contractor shall identify the software application and version used to create each file submitted.
- (1) FTP software: Arrangements must be made with the government if software is to be delivered via FTP. Any compressed files must be self-extracting, and the contractor must provide appropriate instructions.
- (2) CD-ROM: A CD-ROM may be sent via U.S. Mail or other carrier to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with a descriptive title, the version date, the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit the VSIL Repository Software, either by FTP or by CD-ROM.

- 17. PRICE GROUP: N/A
- 18. ESTIMATED TOTAL PRICE: N/A

- 1. DATA ITEM: A010
- 2. TITLE OF DATA ITEM: VSIL Software User's Manual and VSIL Programmer's Reference Manual
- 3. SUBTITLE: N/A
 4. AUTHORITY: N/A
- 5. CONTRACT REFERENCE: C.6.10
- 6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264
- 7. DD 250 REQUIRED: Yes
- 8. APP CODE: N/A
- 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16 below
- 12. DATE OF FIRST SUBMISSION: See Block 16 below
- 13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below

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COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil

15. TOTAL: 1

16. REMARKS:

The contractor shall provide a preliminary copy of the VSIL Software User's Manual and a VSIL Programmer's Reference Manual (which are two separate manuals) for preliminary review, in accordance with C.4.8 and C.6.10, by 2 weeks before IPR # 5, which will be held by 12 months after contract award, in accordance with C.3.2.5. Both of these manuals will be delivered in their final form, in accordance with C.6.10, by 2 weeks before IPR # 7 which is scheduled to take place by 24 months after contract award, in accordance with C.3.2.7.

The contractor shall prepare and submit the VSIL Software User's Manual and the VSIL Programmer's Reference Manual in the contractor's format and submit them in any of the following electronic formats:

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- (1) Files readable using these Microsoft 97 Office Products (TACOM can currently read OFFICE 97 and lower). Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HMTL (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the two manuals due date. All alternate methods must be at no cost to the government.
- (4) Other electronic formats. Before preparing these two manuals in any other electronic format, please email the COTR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email must be received by the COTR not later than ten calendar days before the two manuals' due date. All alternate methods must be at no cost to the government.
- NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
 - (b) Files may be read-only, password protected.
- D. Acceptable media: The contractor shall submit the two manuals via email. If email is not workable, other acceptable media include 100 or 250 megabyte Zip-Disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) Email: Maximum size of each of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple email messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 Megabyte Zip-Disk, 3 1/2 inch disk or 650 megabyte CD-ROM via U.S. Mail or other carrier, delivered to the COTR at the COTR's mailing address listed in the Section G "Communications" clause. The contractor shall label all submitted disks and CD-ROMs with a descriptive title and version date, the contract number, the contractor's name, address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit the two manuals. For instance, do not submit the two manuals via email and also 100 megabyte Zip-Disk.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

1. DATA ITEM: A011

2. TITLE OF DATA ITEM: Presentation Materials

3. SUBTITLE: N/A

4. AUTHORITY: N/A

5. CONTRACT REFERENCE: C.6.11

6. REQUIRING OFFICE: AMSRD-TAR-R/MS 264

7. DD 250 REQUIRED: Yes

8. APP CODE: N/A

9. DISTRIBUTION STATEMENT REQUIRED: See Block 16

10. FREQUENCY: See Block 16

11. AS OF DATE: See Block 16 below

12. DATE OF FIRST SUBMISSION: See Block 16 below

13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16 below

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COTR: Mr. Mitchell Cross, TACOM, email: crossm@tacom.army.mil 1 1

15. TOTAL: 1 1

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16. REMARKS:

- A. The contractor shall deliver one (1) initial 3-panel display board sixteen (16) months after contract award. The COTR shall review the panel display board and communcate any comments to the contractor within thirty (30) days of receipt of the 3-panel display board. The contractor shall deliver one (1) final 3-panel display board upon completion of the contract.
- B. The presentation material may be publicly displayed at government locations, or at professional or industry trade shows or conferences.
- C. Complete the presentation material in accord with Data Item Description (DID) DI-ADMN-81373, "Presentation Material" and insert Paragraph 10.3 of that DID, as listed below.
 - 10.3 Requirement: Contractor shall prepare portable 3-panel display board, approximately 72W x 30H in size.
 - 10.3.1 Left panel to include: Purpose, Problem, and Procedure.
 - 10.3.2 Center panel to include: Title, Illustrations/Photos and/or Graphics/Charts
 - 10.3.3 Right panel to include: Results and Conclusions.
- D. See the data item description (DI-ADMN-81373) at the Internet Address below, for instructions on completing the required presentation materials:

http://131.82.253.19/docimage/0001/58/88/81373.PD2

17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A